

**MEDIATED SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASE**

This Mediated Settlement Agreement and Mutual General Release (the "Agreement") is made and entered into this 4th day of May 2022, by and between Mike & McRae Construction Services, LLC, Amendola Marble and Stone Center, Inc., Andy McRae, Keith McRae, and Anthony Durbano (hereinafter collectively referred to as "Defendants"), and Angela Joseph ("Plaintiff") (Plaintiff and Defendants are collectively referred to as the "Parties").

WHEREAS, Plaintiff has filed that certain lawsuit against Defendants in the Southern District of New York captioned Angela Joseph vs. Mike & McRae Construction Services, LLC, Amendola Marble and Stone Center, Inc., Andy McRae, Keith McRae, and Anthony Durbano, Case No. 21-cv-09671-RA (the "Lawsuit"); and

WHEREAS, the Parties attended mediation on May 4, 2022, and wish to fully resolve and settle all claims, disputes and causes of action which Plaintiff has or may have against the Defendant, which was raised, or could have been raised, in the Lawsuit;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Payment.** Defendant Mike & McRae Construction Services, LLC shall pay to Plaintiff the total sum of Thirty Thousand Dollars (\$30,000.00) in full settlement of the Lawsuit (the "Settlement Amount"). Payment shall be made by check(s) payable as follows:
 - a. 19,259.67 to Angela Joseph
 - b. 10,740.33 to Jessica Massimi

and mailed to Jessica Massimi at 99 Wall Street, Suite 1264, NY, NY 10005, within thirty (30) days after the date on which Plaintiff signs this Agreement and emails it to Defendants.

Defendants all further agree to not in any way oppose Plaintiff's pending unemployment insurance appeal, and Defendants further represent that they have not filed anything in opposition to Plaintiff's pending unemployment insurance appeal.

2. **General Release.** In consideration for the agreements made herein, including the payment of the Settlement Amount, the parties with the intention of binding themselves their heirs, beneficiaries, trustees, administrators, executors, attorneys, assigns and legal representatives, hereby irrevocably and unconditionally release, waive and forever discharge their respective opposing parties (i.e. Plaintiff discharges Defendants, and Defendants discharge Plaintiff), including their officers, employees, attorney, heirs, and assigns, from,

and hereby acknowledge full accord and satisfaction of, any and all past and present matters, claims, demands, causes of action, and appeals of any kind (with the exception of Plaintiff's pending unemployment insurance appeal, which Plaintiff is currently opposing and which Defendants agree to not oppose), whether at common law, pursuant to statute, ordinance or regulation, and whether arising under federal, state, local or other applicable law, which arise out of or relate to the facts, acts, transactions, occurrence, events or omissions alleged in the Lawsuit or which could have been alleged in the Lawsuit.

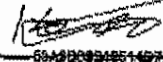
3. **Non-Disparagement.** Plaintiff agrees that she shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on any of the Defendants, their products, services, affairs or operations or their past or present directors, officers, employees, shareholders, owners or agents whether or not such disparagement constitutes libel or slander. Defendants agree that they shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on Plaintiff whether or not such disparagement constitutes libel or slander.
4. **Non-Admission.** Nothing herein shall be deemed to constitute an admission of wrongdoing by any of the Parties. Neither this Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any proceeding, suit or action, other than an action to enforce this Agreement.
5. This Agreement is binding on each of the Parties and their respective heirs, successors, and assigns.
6. Except as otherwise provided herein, each Party shall be responsible for payment of its/his/her own attorneys' fees and costs incurred in connection with this matter.
7. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
8. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
9. The terms of this Agreement and all rights and obligations of the Parties thereto, including its enforcement, shall be interpreted and governed by the laws of New York.
10. The Parties acknowledge that each Party has participated in the drafting of this Agreement and each has had an equal opportunity to participate in the drafting of this Agreement. No ambiguity in any provision of this Agreement shall be

construed in favor of or against any Party based upon a claim that the Party drafted the ambiguous language.

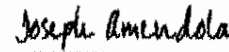
11. Except as otherwise set forth herein, the terms contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements relating thereto whether written or oral. The Parties represent that, in executing this Agreement, they have not relied upon any representation or statement not set forth herein. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless in writing and signed by the Parties.

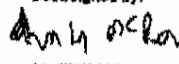
AGREED TO AND ACCEPTED BY:

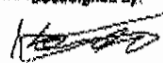
Mike & McRae Construction Services, LLC


DocuSigned by:

 6842828948F14B7
 By: Keith McRae
 Its: KM

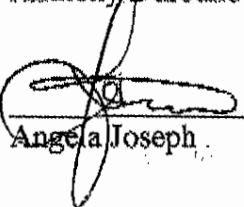
Amendola Marble and Stone Center, Inc

DocuSigned by:

 E4258318A1757E3
 By: Joseph Amendola
 Its: owner

DocuSigned by:

 6818D8DC38542F
 Andy McRae 5/13/2022

DocuSigned by:

 59A308824C014B7
 Keith McRae 5/13/2022

DocuSigned by:

 47E42582876846F
 Anthony Durbano 5/16/2022


 Angela Joseph

CHRISTIAN CHIDI OTIONYE
 Notary Public, State of New York
 No. 01076212831
 Qualified in Kings County
 Commission Expires 10/20/2024

5/20/22
 10/20/2023

SO ORDERED